

INTELLIGENCE AT WORK WITH WIRELESS REPORTING

A Proposal for Shelby County Sheriff's Office



Presented To:
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EXECUTIVE SUMMARY

The Watson Field Reporting Suite, “Watson”, is proposed by DataDriven as the best resource to streamline Shelby County Sheriff’s wireless submission of field reports. Its applications, Watson Incident, Watson Accident, and Watson Ticketing, will help officers improve their quality of reports, safety and policing by providing instant validation, assistance to minimize manual entry, and remote access to critical information sources. It also eliminates paper-based clerical entry and produces critical reports, such as Arrest Tickets and Affidavit of Complaints automatically. Users of the Watson solution are amazed at the ease of use, time savings and the power of Watson intelligence at work. The result is a more efficient, better informed department and a safer community.

Time and Cost Savings

Watson is simple to use and easy to navigate, yet it provides complete NIBRS and TIBRS validation. By eliminating the repetitive keying of information and allowing officers to search various resources, the time and complexity required to complete a report is dramatically reduced. Watson is designed for intuitive report flow and includes informative prompts, tools to reduce duplicate entry, and client-side validation. With these powerful features, an officer can produce a quality report in 40% less time and with minimal supervisory review. Additionally, clerical entry of the cumbersome paper report is eliminated and records are made available to the police records managements system within minutes of completion.

Accessibility and Features

Watson employs leading-edge technology to provide a multi-platform application for desktop, laptop, MDT and handheld (Windows Mobile) computers. Each application, regardless of platform, has a familiar design, parallel performance, and provides remote access to critical information.

Key features of Watson include:

- Full client-side validation (on or off-line)
- Uploading of Incident Reports, Memos, Continuations, Arrest Tickets, Crash Reports, Parking Tickets, Traffic Tickets, and Tow Tickets.
- Automated importing of data to HTE RMS
- Automated printing for arrest tickets, affidavits, and bond recommendations
- Consolidated searches of NCIC, NLETS, TCIC, TN DMV, and local databases
- Incident and Accident search and download capability
- Supervisor review of incident and crash reports
- Comprehensive security audit trail
- Web-based tool for supervisory review
- Web-based administrative tools

Overall Value

Watson’s design is unrivaled for simplifying report entry without sacrificing the quality of reports. The return quickly surpasses the investment, by eliminating clerical data entry and administrative review. Other benefits include reduced officer training, deployment on existing hardware, and the dramatic reduction of officer data entry time.

DESCRIPTION OF SOFTWARE AND SERVICES

WATSON FIELD REPORTING SUITE

Familiar User Interface

Each Watson application is designed for intuitive entry of reports. The applications follow a logical path to minimize the amount of manual entry needed and to simplify the officer's task by utilizing defaults, dropdown lists, and various forms of data re-use. Each application includes the population of fields via query results from local, state and national databases.

Automated Backup / Recovery

Automated backups are performed by the applications to protect against data loss. In the event of a data loss, the applications will automatically recover the database from backup. Handheld applications also have a reinstall program (placed on the unit's SD card) which can recover the applications and database in the event of their loss. By default, each client application updates the server with current the version number, file space used, and device phone number (for handheld units) and other information maintained by the database.

Wireless Data Transfer / Security

The Watson applications are designed to work seamlessly with wireless data communications. They employ 128-bit SSL encryption for security and use the client's standard network communications to process requests. Although each wireless carrier limits the choice of devices utilized on their network, Watson's client and server communications are not platform or vendor specific. Because of Watson's limited use of network bandwidth its applications are scalable without the overhead typically associated with large user groups.

All Watson applications share a common security system which resides on an internal departmental server. Without authentication from the departmental server, a user cannot log into the application on the client. The server also provides protection from hacking by monitoring all authentication failures.

Watson Update

The Watson field reporting applications utilize Watson Update to manage deployment and implementation of new client version releases. When a new executable becomes available, the Watson program notifies the user and automatically downloads and installs the application. Client database changes for supporting data are often completed as part of the normal transaction process between the Watson client application and the Watson Application Server. In this scenario, a change can be completed on each client without a program modification (i.e., addition of a new traffic ordinance).

Application Server Audit and History Log

Watson Incident, Accident and Ticketing authorize access by utilizing a combination of SQL, NT and application security throughout the client and server applications. The server databases store an activity log of the user ID, password, transaction type, date/time and hardware identification for every attempted transaction. Administrators can access the logs using standard SQL tools and queries. In the event of excessive failed login attempts, the unit or user account is disabled and an administrator is notified via e-mail.

WATSON ACCIDENT DESCRIPTION

Watson Accident is a client/server application that provides accident entry. Watson Accident is available for both Windows and Windows Mobile devices. Each provides parallel performance and security with symmetrical design for desktop, laptop, MDT and handheld computers.

Key features include:

- Full client-side accident validation (on or off-line) based on TN Department of Safety's reporting standards.
- Wireless uploading of reports
- Importing of data to departmental database
- Consolidated searches of TN DMV, TCIC, NCIC, NLETS, local warrant data, and TN driver's license photo
- Complete audit history
- Web-based accident reporting tools
- Web-based administrative tools (integrated with Watson Administration)
- Integration with Watson Review (web-based supervisor review and approval tool)
- Integration with Photo-taking capabilities of handheld devices with automated image uploads.

Watson Accident is a .Net client/server solution containing the following components:

- Microsoft SQL Server data repository
- Web service back-end secured in a department DMZ that fulfills all client requests (also interfaces with the SQL Server for data retrieval and storage)
- A Windows software client residing on a desktop, laptop, MDT or handheld computer. The client interfaces with the web service to perform searches and data synchronization
- Web-based security administration & report view
- Automated upload to departmental records management system and TN Department of Safety.

APPLICATION FEATURES

Accident Report Validation

The Watson Accident client application validates each report prior to submission to ensure full departmental compliance. Whenever a required entry is missing, the application displays a message describing the rule violation(s) and indicates which items need attention. Upon notification, the application moves to the first section needing attention and places the cursor in the problematic field (when appropriate). Fields such as dates, social security numbers, and email addresses are validated immediately.

Reduction of Data Entry

Watson Accident utilizes drop down lists, templates, query tools, and pre-population of fields to dramatically reduce data entry through the reuse of information. A few examples are as follows:

- Most fields for drivers, motorists, non-motorists, vehicles, and vehicle owners can be populated by performing a simple search on the person/vehicle. Person and vehicle information are also held for possible use in other related reports (such as traffic tickets, arrest tickets, and tow tickets).
- Fields related to each other are pre-populated whenever possible as the user completes the necessary criteria (e.g. when the user selects an injury code in the report, the "Type of Crash" field is adjusted to the appropriate injury code as needed).
- As the user completes the report, sections unrelated to the current accident are hidden, allowing the user to concentrate on the items required.
- Car number, Report date/time, and Officer Information are auto-completed by default.

Context-Sensitive Help

Context-sensitive help is utilized throughout the client to provide the necessary information to complete a ticket. Related help is retrieved based on the visible form and provides information on all fields requiring explanation. Watson Accident's web-based help includes a linked outline of key sections with search capabilities.

Offline Usage

The Watson Accident client software does not require any communications to complete or validate an accident report. Data entry and validation is fully functional in a stand-alone environment. When a network connection is resumed, any unposted accident reports will automatically post when the automated import process runs (cycles every 5 minutes).

Accident Report Editing and Deletions

Un-submitted reports can be edited, but once submitted, the accident report is read only. When supervisor review is utilized, a disapproved report can be edited and resubmitted by the reporting officer. Accident reports can be deleted by the reporting officer as long as they have not been submitted. Reports submitted to the state can be revised by creating an amended report.

Accident Report Submission

The Watson Accident client uploads pending reports wirelessly from the field while downloading minor client updates from the server when the report is submitted. When a wireless network connection cannot be established, the application holds the un-posted report for future submission. In the event that a wireless connection cannot be established, the device may connect via the department's LAN to complete the process. Once the accident data is uploaded into the Watson Accident database, it will be marked for import into the departmental database.

Local Accident Report History

Accident reports are stored on the client device for a period of time set by the system administrator (e.g. 180 days). During that time the accident reports can be retrieved for review. However, an accident report can be downloaded from the server as needed by using the accident reporting search tools.

SERVERS AND HARDWARE

Watson Application Server

The Watson application server provides a web service to the clients. It does not store data but is used to process inquiries and data synchronization with the SQL Server.

Watson Database Server

A Windows SQL 2000 (or Windows SQL 2005) Server is used to store all Watson data. This database server provides the repository for all report information uploaded by Watson clients. It is also utilized to format data for upload into the departmental records management system and ticket violation databases.

Watson Admin Server

The web-based reporting tool provides supervisors with the ability to view uploaded incidents and tickets in real-time. A diverse set of search criteria allows the user to generate custom reports.

The web-based administration tool provides administrators with the ability to create and modify users to Watson. It also manages the assignment of devices to individuals.

Watson Communications Server

The T.I.E.S. communication server handles the transaction of messages between the T.I.E.S. switch and other Watson application servers. All transactions are logged on the communication server.

Use of Dedicated Servers

Watson Incident, Accident and Ticketing do not exclude the installation or use of other applications. However, DataDriven does recommend dedicated servers for DataDriven products.

Storage Capacities

Based on a default to remove incidents from the client database after 60 days, the total file space needed for Watson Incident, Accident and Ticketing clients are very small: Approx. 5MB for Windows Mobile and 10MB for Windows. In order to utilize a handheld's onboard camera feature through Watson, the device must have an SD card (128 MB or greater recommended) for picture storage.

The Watson Incident, Accident and Ticketing web service server requires little drive space (less than 10MB) besides that which is needed to store uploaded images. An estimate of the number of images uploaded annually multiplied by the average image size (90K-200K) is needed to determine the appropriate storage capacity for this server.

The Watson Incident, Accident and Ticketing databases require a minimum of 30GB dedicated to the future storage of incident and ticket data. By default, Watson Incident and Ticketing does not purge incident or ticket data from the server.

Server Hardware Minimum Requirements

Database/Reporting/Administration/Communication Server: Single (Dual Core) processor server (2.0 GHz or higher) with MS SQL Server 2000, 2GB RAM, 30GB HD RAID Storage

Application Server: Single processor server (2.0 GHz or higher) with Windows 2000/2003 Server, 1GB RAM, 1 GB HD space

Client Hardware Requirements

Desktop/Laptop/MDT: Pentium 400 MHz+ (or equivalent), 64MB RAM, and Windows 2000/XP, 100MB (minimum free space).

Handheld: Windows Mobile 2003 Device, GPRS or CDMA Communications, Bluetooth (for peripherals), 64MB RAM, 32MB ROM, with 128MB Secure Digital (SD) Card.

Additional Utility & Driver Recommendations for Client Devices

Licenses for Easy Street Drawing by Transcite are not included and are necessary for utilizing electronic crash diagrams.

PhatSpell 1.2 (spell check) by PhatWare (Handheld only, Windows version comes with spell check built-in).

Customer Modifications

The Watson client applications utilize a wizard-based approach for data entry and are therefore adaptable to the additional of new categories and entry forms. The application, however, is not user definable therefore DataDriven must make all program modifications. Changes required by NIBRS, TIBRS, and TN Department of Safety will be made available as needed for no additional cost through the software warranty and software service agreements.

QUALIFICATIONS

Since the company's inception in April 2000, DataDriven has produced leading-edge products for the law enforcement industry.

Because of DataDriven's proven track record in law enforcement products, DataDriven was chosen to pioneer products with wireless handheld technology in 2002. Over several years, DataDriven acquired a unique expertise for building Windows/Window's Mobile applications for accessing data securely over a public network. This expertise has empowered DataDriven to provide the best in customer support, product enhancements and new products.

The Watson Field Reporting Suite is one example of DataDriven's accomplishments. During the past year officers in Tennessee have completed over 750 thousand reports and 3 million DMV/NCIC inquiries through the Watson reporting suite. Because of Watson's intuitive easy-to-use nature, it has also had unprecedented acceptance and usage from the field.

DataDriven provides a user-friendly solution to an otherwise very difficult and tedious task. As a result, field officers respond gratefully to the opportunity to enter complex field reports with significant time savings, little effort, no rule violations, and minimal supervisory assistance.

WIRELESS FIELD REPORTING SOFTWARE

PROGRAM SPECIFICATIONS CHECKLIST

The following requirements are met by Watson and represent the features requested by DataDriven customers:

COUNTY'S SOFTWARE REQUIREMENTS	COMPLIES (√)
The application must allow officers to complete, validate, and submit reports wirelessly from the field.	√
The application must capture the Shelby County Sheriff's Office (Tennessee Uniform Traffic Crash Report) accident report and provide validation of the report in a disconnected state.	√
The application must allow for supervisor review and reporting officer correction (from the field) of incident reports and accident reports.	√
The application must perform TIES-based inquiries from the Tennessee Bureau of Investigation (NLETS, NCIC, TCIC, DMV) on the following criteria: name/date of birth, drivers license, Social Security, VIN, vehicle registration, weapon, and warrants.	√
The application must allow for complete rules validation of all reports in a disconnected state.	√
All reports must be capable of being securely uploaded via wireless connectivity.	√
TIES demographic results must be imported into any report.	√
Application security must be used to handle the client/server authentication.	√
All local data must be communicated and stored in an encrypted state to ensure security.	√
The application must be able to obtain minor and major upgrades without technical intervention.	√
The application must contain user friendly features that aid in data entry and eliminate duplication of data entry whenever possible (e.g., dropdown boxes, pre-population).	√
The application must accommodate officer data entry by both keyboard and non-keyboard methods (e.g., stylus).	√
COUNTY'S SOFTWARE REQUIREMENTS	BIDDER COMPLIES (√)
The application must automatically backup data to non-volatile memory to ensure minimal data loss in the event of device failure. A previous backup must be restored as necessary, without technical assistance.	√
The application must post reports and related photos to the Department server via wireless connectivity.	√
The application must make requests of the departmental server for processing TIES inquiries via wireless connectivity.	√

The application must search for and download accident reports via wireless interconnectivity.	√
The application must obtain accident report numbers from the appropriate departmental server(s) via wireless connectivity.	√
The application must perform all communications to the server utilizing industry standard encryption methods and publicly available transports (e.g., GPRS, CDMA).	√
Security administration must be web-based for ease of use and accessibility across the departmental network and/or extranet.	√
Security administration must provide add/edit/delete and disable capabilities for accounts and devices.	√
Tools must be provided to help prevent and/or minimize the effect of malicious attacks such as batch authentication attempts.	√
A web-based tool should provide supervisors with an interface to review submitted accident reports with the option to disapprove a report with comments for correction by the reporting officer. The reporting should also include the ability to review photos taken via Watson field reporting.	√
The application should provide wireless reporting of traffic crash reports which comply with the Tennessee Department of Safety's uniform traffic crash report requirements.	√

REFERENCES

Lieutenant Jim Harvey, IS Manager
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WARRANTY, SUPPORT SERVICE, TRAINING & ESCROW

Warranty

DataDriven warrants to the County of Shelby County, Tennessee that, for a period of one (1) year following final acceptance, each item of DataDriven-developed software, as used by the county, will strictly comply in all respects with its specifications, documentation, upgrades or other requirements specified or agreed to by the County of Shelby County, Tennessee for such DataDriven-developed software. DataDriven at its own expense will promptly correct any non-conformity including but not limited to bugs, in the DataDriven-developed software after receipt of notice of such non-conformity.

Support

See attached Sample Software Service Agreement (Attachment A).

Extended Support

An Extended Warranty is available through the Software Service Agreement. See attached Sample Software Service Agreement (Attachment A).

The annual support fee for one platform (Windows or Windows Mobile) is 15% of the total software cost (excluding integration). The annual support fee for two platforms (Windows and Windows Mobile) is 17.5% of the total software cost (excluding integration).

Training and Documentation

1. The following materials will accompany training sessions:
 - System Administrator Documentation
 - Watson Client User Help Manual (available online)
 - Watson Client User Training Syllabus
 - Watson Supervisor Reporting Help Manual (available online)
 - Watson Client Administrator Manual
 - Watson Security Administrator Manual
2. Suggested training requirements are as follows:

Training	Duration
System Administrator training	2 days
Train the Trainer	2 days
User Support Personnel	2 days
User training by DataDriven	1 day (initial training session)
User training by CPD	1.5 hour (follow-up)
	2 hours (6 month refresher, 1 st year only)
	2 hours (annual refresher)

3. Any new/revised features of the client or server applications will be reflected in the relevant documentation.

4. The Cost section of this proposal includes training provided by DataDriven. Additional costs for training are dependent on the following expenditures and not provided by DataDriven:
 - Required equipment
 - Trainee man-hours
 - Facility use and resources
 - Document printing costs

Train the Trainer

DataDriven will supply a qualified trainer with materials to train five (5) trainers. The training will cover all aspects of the Watson suite for each available platform. Training will also cover use of training materials, presentation aids (including instruction on use of tools for live demonstration) and troubleshooting techniques.

Training All CPD Officers

DataDriven will provide a lesson plan for training on the Watson Field Reporting Suite.

System Administrator Training

System Administrator training will consist of two (2) days of instruction by a qualified instructor. DataDriven will provide each trainee with a course outline and system documentation. Training will include instruction on installation of server software, system testing/trouble shooting, performance monitoring, and system recovery (not including hardware).

BROCHURE AND SAMPLE REPORTS

Brochures - See Folder Contents

Samples

The Watson reporting products are designed to provide information quickly (within minutes of submission) to the departmental databases such as RMS. Therefore, all of the reporting tools available within the destination applications can be effectively used to view reports entered via Watson. However, Watson Accident has web-based query tools that can be utilized for monitoring reports and managing users. Screen shots of the above query/reporting tools are not provided in this document because of privacy concerns, however, live access to a demonstration web server will be granted to any official for review purposes.

Sample paragraphs of Watson On-line Help (links are not active in sample):

Memo

The Memo is displayed in a summary format showing all data entry elements available to a Memo:

- [General Memo Details](#)
- [Complainant](#)
- [Narrative](#)

There are no supplement forms with this application. Watson Incident is designed to allow you to enter as many elements (within NIBRS rules) as necessary to complete an Incident WITHOUT supplemental pages.

Suspect

The following instructions apply to all [Suspects](#). Only instructions for those fields that are different from the [Complainant](#) and [Victim](#) section are listed here.

Last Name: If there is a description of the suspect available, but the suspect name is not known, the reporting officer shall enter "UNKNOWN" in the last name field. UNKNOWN should also be entered when just the AKA / nickname or the first name is all that is known about the suspect. If there is no suspect information available, UNKNOWN should be entered in the last name field and the rest of the fields should

LICENSE FEE DETAIL

The following schedule indicates the one-time fee per license of the Software installed on the server and on any individual unit of equipment that is owned, utilized or maintained by the agency.

<u>Watson Accident Reporting system</u>	<u>Site License</u>
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▪ Watson Accident Client Licenses:	\$116,000
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Package Discount*	\$23,200
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(Package discount based on purchase of a site license)

Total:	\$92,800
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SOFTWARE SERVICE AGREEMENT

This SOFTWARE SERVICE AGREEMENT (hereinafter "Agreement") is entered into by and between County of Shelby County, Tennessee (hereinafter "COUNTY or CUSTOMER") and DataDriven LLC (hereinafter "DATADRIVEN"), a Tennessee based company with offices located at 3144 Stage Post Drive, Suite 116, Bartlett, Tennessee, 38133. This Software Service Agreement is incorporated into the License Agreement as Exhibit D. Should any terms of this Software Service Agreement conflict with the terms and conditions of the License Agreement, or any other exhibit thereto, the License Agreement shall prevail.

DATADRIVEN agrees to perform maintenance services on the Software and CUSTOMER shall accept and pay for such services, pursuant to the terms and conditions herein provided. As used herein, "Software" shall mean the DATADRIVEN software as described in the License Agreement, and as such may hereafter be supplemented and/or updated with improvements, enhancements and modifications furnished to CUSTOMER by DATADRIVEN.

1. Term. The First Renewal term shall run from the end of the Initial term through the end of CUSTOMER'S fiscal year ending June 30th of each calendar year. The dates of coverage for the First Renewal term and the prorated Software Service Fees described in the Renewal Quote shall be shown on the renewal invoice. Each Subsequent Renewal term, unless sooner terminated as hereinafter provided, shall run for one (1) year according to and concurrent with CUSTOMER'S fiscal calendar.

"Initial term" as used herein refers to the (1) one year warranty period beginning with the date specified in the license agreement. "First Renewal term" as used herein refers to the period beginning with the end of the Initial term and running until the end of CUSTOMER'S fiscal year, the cost of which is prorated and invoiced. "Subsequent Renewal term" as used herein refers to each (1) one year period beginning with the end of the First Renewal term, the cost of each being invoiced annually. If more than one Module of Licensed Software is purchased by CUSTOMER, the length of the First Renewal term may differ for each Module.

2. Automatic Renewal. Upon expiration of each term, this Agreement shall be extended on a year-to-year basis unless thirty (30) days prior to the expiration date of any Renewal term a party hereto gives written notice to the other party of its termination of the Agreement as of such expiration date.

3. Maintenance Service. Upon payment of the fees listed in the Renewal Quotation, DATADRIVEN shall use best efforts to provide Maintenance Service for the term of this Agreement. The term "Maintenance Service" as used herein means Covered Maintenance and Billable Call Maintenance as hereinafter defined. Maintenance and support is included in the purchase price for the first year of service and does not start until final acceptance of the system. Additional years of maintenance and support are as referenced previously in this Agreement and shall be on the County's fiscal year of July 1 to June 30 of the following year.

4. Covered Maintenance. The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance DATADRIVEN deems reasonably appropriate and necessary to keep the application software functioning properly.

Covered Maintenance shall include:

- A. Unlimited Telephone Support for the Licensed Software, utilizing a toll-free line provided by DATADRIVEN. During each term, this telephone support will be available during the hours specified in the Renewal Quotation for that particular term.
- B. Initial fact-finding (Tier 1) support for 3rd party software embedded or used in conjunction with the application software.
- C. Correction of documented malfunctions ("bugs") in the application software.
- D. Assistance in installing updates and new releases of the Licensed Software on the Customer's servers.
- E. Processing CUSTOMER's request for changes to the Software. A DATADRIVEN Product Manager will define the CUSTOMER's request and submit it for consideration in future releases of the Software.
- F. Support to CUSTOMER while CUSTOMER is backing up its data.
- G. Telephone support personnel are available to answer questions related to the Software and to provide remedies for "bugs" or defects within the Software.

When necessary, CUSTOMER will provide access to its network in order for DATADRIVEN to provide remote diagnostic services and to take corrective actions. CUSTOMER will make available a VPN connection and administrator accounts to the related application servers for use by DATADRIVEN support. Additionally, CUSTOMER shall, if required by the Software License Agreement and/or Minimum Hardware Specifications, maintain the necessary remote navigation software on their network so that DATADRIVEN can properly access the DATADRIVEN software on CUSTOMER's network. If the problem can not be resolved remotely, DATADRIVEN will, if deemed necessary, come to CUSTOMER's site to correct the problem and restore the Licensed Software to its normal functioning state.

5. Service Level Agreement (SLA) Provisions. As used herein, the following words shall have the following meanings:

A. DATADRIVEN Licensed Software shall mean any and all Software developed and marketed by DATADRIVEN, LLC and utilized or licensed to CUSTOMER in connection with the License Agreement or any other applicable agreement.

B. 3rd Party Software shall mean software embedded or used in conjunction with the application software developed by a 3rd Party. 3rd Party Software includes Microsoft .Net Compact Framework, Microsoft .Net Framework, Field Software's PrinterCE.NetCF, Microsoft SQL Server, Microsoft SQL Server CE, and any CUSTOMER supplied software that accesses the application database.

C. Software Down Calls shall mean (a) Unable to log into the software from less than 50% of the handheld computers due to Licensed Software problems and not Hardware or Network problems; (b)

Users not able to enter data due to Licensed Software problems and not Hardware or Network problems, or (c) DATADRIVEN interfaces are non-functional due to Licensed Software problems and not Hardware or Network problems (Software down should NOT be reported via the Internet, E-mail or Fax, but always called in on the local Help Desk line).

D. Miscellaneous Calls shall mean any other call not classified above such as intermittent errors that cannot be consistently reproduced.

E. Resolution Time: Software down problems will be resolved 95% of time in 4 hours, 98% in 8 hours and 100% in 12 hours. 3rd Party Software Tier 1 problems, which are defined as the initial fact finding to correct users knowledge of basic feature and functionality, software settings and configurations and interface to DATADRIVEN Licensed Software, will be resolved 95% of time in 24 hours, 98% in 36 hours and 100% in 48 hours the problems, however, DATADRIVEN, LLC. cannot guarantee resolutions times. Miscellaneous calls problems will be resolved 95% of time in 48 hours, 98% in 72 hours and 100% in 96 hours.

F. Record Keeping: All times will be calculated and evaluated on a quarterly basis starting at 12:01 AM on the first day of the first month of the quarter and ending at midnight the last day of the last month of the quarter. All record keeping will be generated from the support call tracking system used by DATADRIVEN to track all customer's service calls. DATADRIVEN shall provide the customer with a quarterly report of all service calls to include the date and time of the call and the date and time of resolution with an explanation of the resolution. Service Level Agreement Credits: Customer will receive a 15% credit for Software-down problems not resolved 95% of the time in 4 hours and a 10% credit for Software-down problems not resolved 98% of the time in 8 hours. Customer will receive a 10% credit for 3rd Party Software Tier 1 problems not resolved 95% of the time in 24 hours and a 5% credit for problems not resolved 98% of the time in 36 hours. Customer will receive a 10% credit for miscellaneous calls problems not resolved 95% of the time in 48 hours and a 5% credit for problems not resolved 98% of the time in 72 hours. All credits will be given within 45 days of year end, will not exceed 25% and will applied to the next annual Software Service Agreement renewal of the Customer. If any discounts from DATADRIVEN's list price were granted for the Software Service Agreement for the Term in effect, then SLA credits earned will first be offset by this discount before additional SLA discounts are granted and credited to future invoices.

6. Billable Call Maintenance. The term "Billable Call Maintenance" as used herein means services provided by DATADRIVEN that are not covered under Covered Maintenance. The rate for this service shall be \$125.00 per hour during standard business hours and \$250.00 during non-business hours (the "Billable Call Rate"). Standard Business Hours are 8 a.m. to 5 p.m. Central Time. Hours expended may not exceed eight (8) hours without written authorization by CUSTOMER.

7. Exclusions from Covered Maintenance. Covered Maintenance does not include:

(a) Repair of damage not caused by DATADRIVEN, including without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone equipment or communication lines failure, failure of foreign interconnect equipment, or causes other than normal operation procedures; (b) Service which is impractical for DATADRIVEN to render because of: alterations in the Licensed Software made by persons other than DATADRIVEN without receiving DATADRIVEN's prior written approval; the connection of equipment and/or Software by mechanical or electrical means to another machine or device; or the physical inaccessibility of the equipment or Software; or (c) Any

repair of any damage to the Licensed Software caused by software or firmware programming that is not provided or supported by DATADRIVEN under section 3.

8. Enhancements & Upgrade Support. Covered Maintenance shall include standard upgrades and enhancements that are made to the Licensed Software. DATADRIVEN issues corrections, upgrades and enhancements to the software on an ongoing basis. DATADRIVEN will use commercially reasonable efforts to update the Licensed Software as necessary to stay compliant with State and Federal requirements for information access. All modifications to the Licensed Software and related Documentation will be sent to the customer on standard electronic media (CD-ROM), by email, and/or installed as an executable utilizing the VPN connection.

9. Charges to Customer:

A. Charges for Covered Maintenance: The applicable rates for Covered Maintenance are set forth in the Renewal Quotation.

B. Charges for Billable Call Maintenance: The hourly rate is as provided in Section 6.

C. Charges for Travel: Upon prior written authorization, CUSTOMER shall pay for travel time and travel expense in connection with Billable Call Maintenance. Travel time will be charged to the CUSTOMER at the Billable Call Rate. Travel expense will be limited to the actual, reasonable expenses incurred and includes tolls, parking and other out-of-pocket costs plus mileage at the then current rates. There will be no additional charge to the CUSTOMER for travel expense incurred in connection with Covered Maintenance. All travel must be approved in advance in writing by CUSTOMER.

D. Charge for Software License Changes: All Covered Maintenance fees hereunder are subject to increase or decrease upon any change in number of concurrent device platforms in use as defined in the License Agreement or software modules licensed.

10. Changes in Charges. At least 60 days prior to the expiration of any term, DATADRIVEN may make changes to the Covered Maintenance fees and the Billable Call Rate, such changes to be effective at the commencement of the immediately subsequent Renewal term, if any. CUSTOMER may terminate this Agreement within sixty (60) days after receipt of notice of changed charges by giving DATADRIVEN written notice of its intention to terminate, and this agreement will terminate as of the date of expiration of the current Renewal term.

11. Software Services Agreement. DATADRIVEN agrees to keep and maintain a copy of the source code, and any amendments or revisions thereof, pursuant to the provisions in this Agreement with an escrow agent. DATADRIVEN offers an escrow enrollment plan as an added service to customers and will provide the County with the information necessary to enforce this clause with the escrow agent of DATADRIVEN's choice. The annual escrow fees for escrow beneficiaries at execution of this Agreement are three hundred dollars and no/100 (\$300.00). Source code shall be reproduced and maintained on magnetic tape, CDROM or disk using a commonly accepted data recording protocol.

Program documentation sufficient to allow a competent programmer to use and maintain the source code, including any changes or modifications, shall be delivered to the escrow agent not later than thirty (30) business days after any change is effected. The escrow agreement shall authorize the escrow agent to release the source code to the County according to the terms of the conditions described below in this section. DATADRIVEN shall warrant that the system shall perform in accordance with the technical and functional specifications set forth in the Agreement entered into by the County and DATADRIVEN and that the system shall meet the purpose for which it was designated in the Agreement, whether designed or written by the DATADRIVEN, any subcontractor, or any other supplier under this Agreement, updated to the date of delivery, upon the occurrence of any of the following events:

- All or any material part of the source code is generally made available, with or without cost, to other users of comparable software.
- Failure to perform customization or modification as agreed.
- Seller, or any subcontractor or supplier, who has provided all or any portion of the source code, ceases to do business for any reason.
- Seller fails to maintain the system adequately pursuant to this contract.
- Bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against seller, or any subcontractor or supplier who has provided all or any portion of the source code, under any federal or state law and such proceeding is not dismissed within thirty (30) days.

12. Payment. DATADRIVEN will invoice CUSTOMER in advance for each term for Covered Maintenance. Such invoices will include pro rata charges or credits for any Covered Maintenance of Licensed Software installed or removed during the previous term and credits for Covered Maintenance charges for a particular software module(s) that were incurred prior to the “Go Live” date of such software. DATADRIVEN will invoice CUSTOMER for Billable Call Maintenance as incurred. CUSTOMER shall pay invoices for Covered Maintenance, including any invoices outstanding for maintenance in any previous term, on or prior to the commencement of any Renewal term.

13. Disclaimer of Warranty. All warranties are subject to the terms and conditions specified in the License Agreement, including the Disclaimer of Warranty and Limitation of Liability provisions set forth in Sections 11 and 12 of the License Agreement, and which are incorporated by reference herein.

14. Hardware and Network Upgrades. DataDriven is not responsible for hardware and network upgrades.

15. Force Majeure. Neither party shall be liable or deemed in default for any failure in performance hereunder resulting from any cause beyond its reasonable control.

16. Termination for Non-payment. The termination provisions in this Software Service Agreement are subject to the terms and conditions regarding termination, including those providing for termination upon non-payment, as set forth in the License Agreement.

17. Notices. Notices are subject to the terms and conditions specified in the License Agreement.

18. Miscellaneous. This Software Service Agreement shall be governed by the laws of the State of Tennessee. This Agreement constitutes the entire agreement between the parties hereto with respect to the software service agreement of the Licensed Software and shall supersede all previous or contemporaneous negotiations, commitments and writings with respect to matters set forth herein, except as otherwise provided in the License Agreement. This Software Service Agreement may be modified only by writing signed by authorized representatives of both parties.